IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Civil Revision No.6649 of 2006
Date of Decision. October 19,2007.

M/s. Ashoka International and another .....petitioners(s)

Versus

Union of India .....Respondent(s)

Coram **Hon'ble Mr. Justice Hemant Gupta**

Present Mr. Sarju Puri , Advocate
for the petitioners.

Mr. Jagdish Marwaha, Advocates
for the respondents.

Hemant Gupta, J(Oral)

The challenge in the present revision petition is to the order passed by the learned District Judge, Patiala dated 11.10.2006 whereby objection petition filed by the petitioners to the execution of the award dated 28.12.1988 was dismissed.

The petitioners entered into an agreement with the respondent for supply of 2657 pairs of safety shoes on 10.7.1986 to be inspected by M/s. RITES. Since the petitioners failed to supply the shoes even after granting extension of time, the dispute between the parties was referred to the Sole Arbitrator in terms of the agreement. The Sole Atribtrator announced consent Award on 28.12.1998. In terms of the settlement, the respondent was to give format of a bank guarantee to the petitioners within one week of the receipt of the Award and the petitioners were to furnish Bank Guarantee within 15 days of the receipt of the said format . The Bank Guarantee was to be valid for a period of three months

and the petitioners were to replace the defective supply within two months of the receipt of Award.

During the course of execution, the petitioner filed objections inter alia pointing out that the format of Bank Guarantee was not given within one week of the receipt of the format but within 20 days of the receipt of the Award and therefore, the respondents having not honoured the terms of the Award are not entitled to seek execution of the Award.

The said contention of the respondent is wholly misconceived. The period of one week contemplating for supply of format of Bank Guarantee was directory-in nature. There was no consequence provided in terms of the Award for non furnishing of format of Bank Guarantee. The only effect is in clause 2 of the agreement is to the effect that the petitioners were to submit bank guarantee within 15 days of the receipt of the said format. Therefore, the petitioners could at best say that 15 days period would start after the receipt of format. Infact, that is not the case set up by either of the parties as well.

Consequently, I do not find any patent illegality or irregularity in the impugned order passed by the learned Court which may warrant interference by this Court in exercise of revisional jurisdiction of this Court.

Dismissed in limne.

October 19, 2007 **(Hemant Gupta)**
mamta **Judge**